

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks/Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Photoworks, Inc.		06/11/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3726818	PHOTOSTREAMER	
Registration Number:	3395388	PHOTOWORKS EMAIL-A-BOOK	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0011046-301801		
NAME OF SUBMITTER:	Michael L. Dever		
Signature:	/Michael L. Dever/		

CH \$65.00 3726818

Date:

06/24/2010

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of June 11, 2010 ("Agreement"), between PHOTOWORKS, INC., a Washington corporation (together with its successors and assigns, the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement, dated as of June 11, 2010 (as further amended, restated or otherwise modified from time to time, the "Credit Agreement"), among American Greetings Corporation, an Ohio corporation (together with its successors and assigns, the "Borrower"), the Foreign Subsidiary Borrowers (as defined therein) from time to time party thereto, the Lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as the Global Agent for the Lenders (in such capacity, the "Global Agent").

(2) In connection with the Credit Agreement, the Assignor is a party to an Amended and Restated Pledge and Security Agreement, dated as of June 11, 2010 (as further amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other Grantors from time to time party thereto and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other

Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

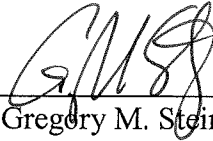
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[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR:

PHOTOWORKS, INC.

By  _____
Name: Gregory M. Steinberg
Title: Assistant Treasurer

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.


ASSIGNOR:

PHOTOWORKS, INC.

By _____
Name: Gregory M. Steinberg
Title: Assistant Treasurer

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By 
Name: **Christian S. Brown**
Title: **Sr. Vice President**

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>ID</u>	<u>Country</u>	<u>Owner: Photoworks, Inc</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
28600	United States		PHOTOSTREAMER	9	771502137	6/19/2008	3726818	12/15/2009	Supplemental Reg.
29480	United States		PHOTOWORKS EMAIL-A-BOOK	38	77013387		3395388	3/11 /2008	Registered